

VOTING TRUST AGREEMENT

This VOTING TRUST AGREEMENT, dated as of May 12, 1997 between PENDLETON C. WAUGH ("Waugh"), a shareholder in Telecellular, Inc., a Delaware Corporation ("TCI") and RICHARD S. HOUDER in his individual capacity only as expressly stated herein and otherwise not in his individual capacity but solely as trustee hereunder (herein in his capacity as trustee, with his permitted successors and assigns, the ("Voting Trustee")).

W I T N E S S E T H:

ARTICLE I

DEFINITIONS AND NAME

SECTION 1.1. Certain Definitions. Unless the context shall otherwise require, the capitalized terms used herein shall have the respective meanings contained in this Section 1.1. for all purposes hereof. All definitions contained in this Section 1.1. shall be equally applicable to both the singular and plural forms of the terms defined. For all purposes of this Agreement, the following terms shall have the following meanings:

"Designated Shares" means the 920,000 shares of common stock, \$.001 par value per share, of TCI owned by Waugh.

"Liens" means any mortgage, lien pledge, charge, security interest, encumbrance, privilege or priority of any kind, including, without limitation, any conditional sale agreement, capital lease or other title retention agreement.

"Trust Estate" means all estate, right, title and interest of Waugh in and to the Designated Shares, together with all dividends and other distributions thereon.

ARTICLE II

GRANTING CLAUSE

DECLARATION OF TRUST

SECTION 2.1 GRANTING CLAUSE. WAUGH HEREBY GRANTS, BARGAINS, SELLS, ASSIGNS, TRANSFERS, AND CONVEYS UNTO THE VOTING TRUSTEE AND HIS SUCCESSORS AND ASSIGNS ALL OF HIS RIGHT, TITLE AND INTEREST IN AND TO THE TRUST ESTATE.

SECTION 2.2 Declaration of Trust. The Voting Trustee hereby declares that he shall hold the Trust Estate upon the trusts

hereinafter set forth for the use and benefit of Waugh as more particularly set forth in Article III hereof.

ARTICLE III

RECEIPT, DISTRIBUTION AND APPLICATION OF INCOME FROM THE TRUST ESTATE

SECTION 4.1 Payments to Voting Trustee; Other Parties. All payments of any kind included in the Trust Estate received by the Voting Trustee and any other amount received as part of the Trust Estate and for the application or distribution forthwith upon receipt is made herein, shall be distributed forthwith upon receipt by the Voting Trustee in the following order of priority: first, so much of such payment as shall be required to reimburse the Voting Trustee for any reasonable out-of-pocket expenses not otherwise reimbursed as to which the Voting Trustee is entitled to be so reimbursed pursuant to the provisions hereof shall be retained by the Voting Trustee; and second, the balance, if any shall be paid to Waugh.

SECTION 4.2 Method of Payments. In the case of distributions that are to be made by the Voting Trustee to Waugh pursuant to this Article III, such distributions shall be made by transferring by wire transfer the amount to be distributed to such account or accounts of Waugh, or such other accounts of other persons, as Waugh may designate from time to time in writing to the Voting Trustee.

ARTICLE IV

DUTIES OF THE VOTING TRUST

SECTION 4.1 Action Upon Instructions. Subject to the terms of Article VII and Section 4.2 hereof, upon the written instructions at any time and from time to time of Waugh, the Voting Trustee shall take such of the following actions as may be specified in such instructions: (i) give such notice or direction or exercise such right, remedy or power hereunder, or in respect of all of any part of the Trust Estate, or take such other action as shall be specified in such instructions and (ii) take such action to preserve or protect the Trust Estate (including the discharge of Liens) as may be specified in such instructions.

SECTION 4.2 Indemnification of Voting Trustee. The Voting Trustee shall not be required to take any action under Section 4.1 (other than the giving of notices referred to therein) hereof unless the Voting Trustee shall have been indemnified by Waugh (including pursuant to Section 6.2) or another person acceptable to

the Voting Trustee, in manner and form satisfactory to the Voting Trustee, against any liability, cost or expense (including reasonable counsel fees and disbursements) that may be incurred in connection therewith; and, if Waugh shall have directed the Voting Trustee to take any such action or refrain from taking any action, Waugh agrees to furnish, or cause another person acceptable to the Voting Trustee to furnish, such indemnity as shall be required and, in addition, to pay the reasonable compensation of the Voting Trustee for the services performed or to be performed by him pursuant to such direction and any reasonable fees and disbursements of counsel or agents employed by the Voting Trustee in connection therewith.

SECTION 4.3 No Duties Except as specified in This Agreement. The Voting Trustee shall not have any duty, power or obligation to manage, control, use sell, convert, exchange, dispose of or otherwise deal with the Designated Shares, or any interest therein or any other part of the Trust Estate, or to otherwise take or refrain from taking any action under, or in connection with any of the documents to which the Voting Trustee is a party, except as expressly required by the terms of any of the documents to which the Voting Trustee is a party, or as read into this agreement against or in favor of the Voting Trustee. The Voting Trustee agrees that he shall, in his individual capacity and at his own cost and expense (but without any right of indemnity in respect of any such cost or expense under Section 6 hereof), promptly take such action as may be necessary to duly discharge and satisfy in full all Liens attributable to him in his individual capacity.

SECTION 4.4 No Action Except under This Agreement. The Voting Trustee agrees that he shall not manage, control, use sell, convert, exchange, dispose of or otherwise deal with the Designated Shares or any other part of the Trust Estate except as expressly provided by the terms hereof.

ARTICLE V

THE VOTING TRUSTEE

SECTION 5.1 Acceptance of Trusts and Duties. The Voting Trustee in his individual capacity accepts the trusts hereby created and agrees, as Voting Trustee, to perform the same but only upon the terms hereof applicable to him. The Voting Trustee also agrees to receive and disburse all monies received by his constituting part of the Trust Estate upon the terms hereof. The Voting Trustee, in his individual capacity, shall not be answerable or accountable under any circumstances, except for: (a) his own willful misconduct or gross negligence, (b) performance of the terms of the last sentence of Section 4.3 and (c) his failure to use ordinary care to disburse funds.

SECTION 5.2 No Segregation of Monies Requires: No Interest. Monies received by the Voting Trustee hereunder need not be segregated in any manner except to the extent required by law, and may be deposited under such general conditions as may be prescribed by law, and the Voting Trustee shall not be liable for any interest thereon.

SECTION 5.3 Reliance Upon Certificates. The Voting Trustee shall incur no liability to anyone in acting in reliance upon any signature, instrument, notice resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably believed by him to be signed by the proper party or parties.

SECTION 5.4 Not Acting in Individual Capacity. In acting hereunder, the Voting Trustee acts solely as trustee and not in his individual capacity except as otherwise expressly provided herein; and all persons, other than Waugh, as provided herein, having any claim against the Voting Trustee by reason of the transactions contemplated hereby shall look only to the Trust Estate for payment or satisfaction thereof.

SECTION 5.5 FEEs. In addition to any other amounts payable to the Voting Trustee hereunder, Waugh shall pay to the Voting Trustee (a) on May 31, 1997, an upfront fee of \$1,500 and (b) until the termination of this Agreement in accordance with Section 10.2, and annual fee of \$1200 per year, which shall be payable annually in advance promptly upon receipt of an invoice from the Voting Trustee.

ARTICLE VI

INDEMNIFICATION BY WAUGH

SECTION 6.1 Waugh to Indemnify Voting Trustee. Waugh hereby agrees to indemnify, protect, save and keep harmless the Voting Trustee in his individual capacity, and his successors, permitted assigns, directors, officers, employees, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, taxes (excluding any taxes payable by the Voting Trustee on or measured by any compensation received by the Voting Trustee for his services hereunder and excluding taxes unrelated to the transactions contemplated hereby), claims, actions, suits, out-of-pocket costs, expenses or disbursements (including, without limitation, reasonable legal fees and expenses but excluding internal costs and expenses such as salaries and overhead) of any kind and nature whatsoever imposed on, incurred by or asserted against the Voting Trustee in his individual capacity, or any of his successors, permitted assigns, directors, employees, officers, servants or agents in any way relating to or arising out of this Agreement or any of the other documents to which the Voting Trustee

is a party, or in any way relating to or arising out of the administration of the Trust Estate or the action or inaction of the Voting Trustee hereunder; provided that Waugh shall not be required to indemnify the Voting Trustee in his individual capacity (i) in the case of (and the Voting Trustee in his individual capacity agrees to assume liability for and hold Waugh harmless from) and all liabilities, obligations, losses, damages, penalties, taxes, claims, actions, suits, out-of-pocket costs, expenses or disbursements (including, without limitation, legal fees and expenses) of any kind and nature whatsoever resulting from or arising out of or which would not have occurred but for or which is in the nature of one or more of the following: (a) the willful misconduct or gross negligence on the part of the Voting Trustee or his successors, assigns, servants, agents, affiliates or employees in the performance of non-performance of its duties hereunder or (b) a breach by the Voting Trustee, in his individual capacity, of his covenants in Article V or (c) the failure of the Voting Trustee to use ordinary care to disburse funds. The indemnities contained in this Section 6.1 extend to the Voting Trustee only in his individual capacity and shall not be construed as indemnities of the Trust Estate (except to the extent, if any, that the Voting Trustee has been reimbursed by the Trust Estate for amounts covered by the indemnities contained in this Section 6.1). The indemnities contained in this Section 6.1 shall survive the termination of this Trust Agreement. The payor of any indemnity under this Section 6.1 shall be subrogated to any right of the person indemnified in respect of the matter as to which such indemnity was paid. The Voting Trustee shall have no duties or responsibilities other than those expressly set forth in this Agreement. The parties hereto expressly agree that the Voting Trustee shall in his sole discretion be entitled to vote the Designated Shares and shall not be liable to the other parties hereto or to anyone else for any loss which may be incurred by reason of the Voting Trustee (i) in his sole discretion voting the Designated Shares, or (ii) any action taken or omitted by the Voting Trustee, or any action suffered by his to be taken or omitted, in good faith exercise of his own best judgment.

ARTICLE VII

VOTING RIGHTS

Notwithstanding any other provision of this Agreement, but subject to the other provisions of this Article VII, from and after the effectiveness of this Agreement in accordance with Section 10.1 hereof and until termination of this Agreement and the Trust Estate, (i) Waugh shall not have any rights to direct or control the Voting Trustee hereunder in connection with matters involving the voting of the Designated Shares by the Voting Trustee (the "Voting Rights"), and (ii) the Voting Trustee shall have absolute and complete discretion to exercise the Voting Rights in all matters as to which Waugh otherwise would have had any Voting

Rights but for the provision of this Article. Such discretion is expressly limited to the Voting Rights that, but for the provisions of this Article, would be held or exercisable by Waugh, and does not extend to any other rights, powers or privileges in respect of the beneficial interest of Waugh in the Trust Estate.

ARTICLE VIII

SUCCESSOR VOTING TRUSTEES

SECTION 8.1 Resignation of Voting Trustee Appointment of Successor.

(a) Resignation or Removal. The Voting Trustee or any successor Voting Trustee may resign at any time without cause by giving at least 60 days' prior written notice to Waugh, such resignation to be effective upon the acceptance of appointment by the successor Voting Trustee under Section 8.1 (b) hereof. In addition, Waugh may at any time remove the Voting Trustee under Section 8.1(b) hereof. In addition, Waugh may at any time remove the Voting Trustee with cause by a notice in writing delivered to the Voting Trustee, such removal to be effective upon the acceptance of appointment by the successor Voting Trustee under 8.1(b) hereof. For purposes of this Agreement, "cause" shall mean any breach by the Voting Trustee of any of his obligations hereunder. In the case of the resignation or removal of the Voting Trustee, Waugh may appoint a successor Voting Trustee by an instrument signed by Waugh. If a successor Voting Trustee shall not have been appointed within 30 days after such notice of resignation or removal, the Voting Trustee or Waugh may apply to any court of competent jurisdiction to appoint a successor Voting Trustee to act until such time, if any, as a successor shall have been appointed as above provided. Any successor Voting Trustee so appointed by such court shall immediately and without further act be superseded by any successor Voting Trustee appointed as above provided.

(b) Execution and Delivery of Documents, etc. Any successor Voting Trustee, however appointed, shall execute and deliver to the predecessor Voting Trustee an instrument accepting such appointment, and thereupon such successor Voting Trustee, without further act, shall become vested with all the estates, properties, rights, powers, duties and trusts of the predecessor Voting Trustee in the trusts hereunder with like effect as if originally named the Voting Trustee, such predecessor Voting Trustee shall execute and deliver an instrument transferring to such successor Voting Trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of such predecessor Voting Trustee, and such predecessor Voting Trustee shall duly assign, transfer, deliver and pay over to such successor Voting Trustee all monies or other property then held by such predecessor Voting

Trustee upon the trusts herein expressed.

ARTICLE IX

SUPPLEMENTS AND AMENDMENTS TO TRUST AGREEMENT AND OTHER DOCUMENTS

SECTION 9.1 Supplements and Amendments. This Trust Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by the Voting Trustee and Waugh.

ARTICLE X

MISCELLANEOUS

SECTION 10.1 Effectiveness of Agreement. This Agreement shall become effective on the date of this Agreement.

SECTION 10.2 Termination of Agreement. (a) This Agreement and the trusts created hereby shall be of no further force and effect upon the fifth anniversary of the date of this Agreement.

(b) Transfer. Upon the termination of this Agreement as described in Section 10.2 hereof Waugh, or any person designated by Waugh, without further act, shall become vested with all right, title and interest in the Trust Estate; but nevertheless, upon the written request of Waugh, the Voting Trustee shall deliver to Waugh or such designee, as the case may be, the certificates representing the Designated Shares, duly endorsed, and shall pay over to Waugh or such designee, as the case may be, all monies or other property then held by the Voting Trustee upon the trusts herein expressed.

SECTION 10.3 Voting Trustee Has All Legal Title in Trust Estate. The Voting Trustee shall have all legal title to any part of the Trust Estate. Prior to the termination of this Agreement in accordance with Section 10.2 hereof, no transfer, by operation of law or otherwise, or any right, title and interest of Waugh in and to the Trust Estate hereunder shall operate to terminate this Agreement or the trusts hereunder or entitle any successors or transferees of Waugh to an accounting or to the transfer of legal title to any part of the Trust Estate.

SECTION 10.4 Notices. Unless otherwise expressly specified or permitted by the terms hereof, all notices shall be in writing, mailed by certified mail, postage prepaid, and (a) if to the Voting Trustee, addressed to him at his address set forth below:

Richard S. Houdak
1334 North 2nd Street
Arkansas City, KS. 67005

or (b) if to Waugh, addressed to him at his address set forth below:

Pendleton C. Waugh
4011 Rosa Road
Dallas, Texas 75220

Whenever any notice in writing is required to be given hereunder by the Voting Trustee or Waugh, such notice shall be deemed given and such requirements satisfied if such notice is delivered by hand or is sent by overnight courier, certified mail, postage prepaid, or telex or telecopies (confirmed promptly by certified mail, postage prepaid), in each case addressed as provided above.

SECTION 10.5 Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 10.6 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 10.7 Binding Effect, etc. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Voting Trustee and Waugh and their respective successors and assigns.

SECTION 10.8 GOVERNING LAW. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

IN WITNESS WHEREOF, the parties hereto have caused this Voting Trust Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

RICHARD S. HOUDER
as Voting Trustee



PERCIVALTON C. WADGH
as Signatory

